

## EXHIBIT 19

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March 18, 2025

*SENT VIA EMAIL*

Att: Kenneth Eade  
Amazon Sellers Attorney  
9350 Wilshire Blvd.  
Beverly Hills, CA 90212  
[info@AmazonSellers.Attorney](mailto:info@AmazonSellers.Attorney)

**Re: Response to March 10, 2025, Correspondence and Demand to Cease Unauthorized Actions Immediately**

Dear Mr. Eade,

First, my office does represent Develup and Vladimir Cerneatovici. All communications regarding this matter must be directed to my office.

Next, your own argument directly contradicts your case. As I clearly outlined in my previous correspondence, Develup was responsible for front-end development of the iOS and Android application— design, user interface, and user experience (*i.e.*, text, images, buttons, and navigation menus)—***and had zero involvement with your client's website front-end, design, or back-end.*** The elements Develup created bear no resemblance to Rail Ninja's website or application. This fact alone obliterates your copyright infringement claim.

More critically, my client's work under the Service Agreement excluded all service-side or back-end development. They never accessed your client's servers, nor did they touch any back-end code for Rail Ninja or Mr. Shirokov. Your assertions to the contrary are not just wrong—they are reckless fabrications unsupported by evidence or reason.

***Additionally, I demand that you immediately cease making false and defamatory allegations that my client "stole" anything while working in your client's home. If you have made these false statements publicly, you must immediately retract them and disclose to whom they were communicated. Let me be clear—if this information has been disseminated, a defamation lawsuit***



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*will follow without further notice.*

Regarding the jurisdiction for disputes arising from the purported NDA breach, it appears you failed to read my previous letter carefully. I explicitly stated: “Should your client attempt to assert a claim based on an alleged NDA breach, such claims must be brought in Hong Kong pursuant to Section 6, Subdivisions (h) and (i) of the agreement.” This is not a matter of opinion; it is the clear and binding agreement between the parties.

Your assertion that “it boggles the mind to conceive of how the same development company could develop software that performs exactly the same function independently” is both perplexing and legally irrelevant. As you well know, *ideas are not copyrightable*. Your reasoning is fundamentally flawed—by your logic, if Tesla invented electric vehicles, no other company would be permitted to develop their own. That notion is not only absurd but contradicts fundamental principles of fair competition. Your client created a website and application to book train tickets. That does not give them the exclusive right to the concept. My clients, or anyone else, are fully entitled to develop a better, more efficient, and more user-friendly application for booking train tickets worldwide. That is lawful competition. Your client’s real grievance appears to be that they are losing market share due to my client’s superior product and service, but that is not a legal claim—it is business reality. *What is unlawful, however, is your client’s ongoing efforts to interfere with my clients’ contractual relationships with third parties (more on that below).*

Your claim regarding future rights is similarly meritless. It arises from the Services Agreement, which expressly provides that any disputes *must be brought in Ukraine*, pursuant to Section 8 of the agreement. Your attempt to misrepresent this issue is as baseless as the rest of your claims.

As for your argument concerning trademark rights, your assertion that Develup’s assignment of future IP somehow grants your client ownership over Rail Monsters is patently absurd. As I have already stated, Rail Monsters’ back-end was developed entirely from scratch, using completely



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different technology, APIs, and user interfaces. ***There is absolutely nothing—zero—in Rail Monsters that could even remotely belong to your client.***

Finally, it has come to my attention that on or about February 25, 2025, you contacted Apple's Legal Team and made false statements regarding alleged copyright infringement in an attempt to have Rail Monsters removed from the App Store. Likewise, on or about March 14, 2025, you contacted Hetzner, the hosting provider for Rail Monsters, and again made false statements regarding ownership.

***I am demanding that you immediately cease and desist from these unauthorized, fraudulent, and defamatory actions. This is your first and final warning. If you continue to engage in such conduct, I will have no choice but to file a suit against your client for Tortious Interference with Contractual and Business Relations, Unfair Competition, and Fraudulent Misrepresentation.***

By: \_\_\_\_\_

  
Pavel Kolmogorov, Esq.  
Attorney for Nexa Nova Parties